

BEFORE THE
BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation against:

SHIH-WENG CHIANG
(formerly STEVE LIN CHIANG)
106 North Chapel Avenue #6
Alhambra, CA 91801

Civil Engineer License No. C 29041,

Respondent.

Case No. 891-A

DECISION

The attached Stipulated Surrender of License and Order is hereby adopted by the Board for Professional Engineers and Land Surveyors as its Decision in the above-entitled matter.

This Decision shall become effective on December 24, 2010.

IT IS SO ORDERED November 17, 2010.

Original Signed

BOARD FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS
Department of Consumer Affairs
State of California

1 EDMUND G. BROWN JR.
Attorney General of California
2 KAREN B. CHAPPELLE
Supervising Deputy Attorney General
3 GEOFFREY WARD
Deputy Attorney General
4 State Bar No. 246437
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Attorneys for Complainant
7

8 **BEFORE THE**
BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS
9 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

10 In the Matter of the Accusation Against:

Case No. 891-A

11 **STEVE LIN CHIANG**
12 **106 North Chapel Avenue #6**
Alhambra, CA 91801
13 **Civil Engineer License No. C 29041**

**STIPULATED SURRENDER OF
LICENSE AND ORDER**

14 Respondent.
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16
17 IT IS HEREBY STIPULATED AND AGREED by and between the parties in this
18 proceeding that the following matters are true:

19 PARTIES

20 1. David E. Brown ("Complainant") is the Executive Officer of the Board for
21 Professional Engineers and Land Surveyors ("Board"). He brought this action solely in his
22 official capacity and is represented in this matter by Edmund G. Brown Jr., Attorney General of
23 the State of California, by Geoffrey Ward, Deputy Attorney General.

24 2. Steve Lin Chiang ("Respondent") is representing himself in this proceeding and has
25 chosen not to exercise his right to be represented by counsel.

26 3. On or about July 12, 1978, the Board for Professional Engineers and Land Surveyors
27 issued Civil Engineer License No. C 29041 to Steve Lin Chiang. The license was in full force
28

1 and effect at all times relevant to the charges brought in Accusation No. 891-A and will expire on
2 March 31, 2011, unless renewed.

3 JURISDICTION

4 4. Accusation No. 891-A was filed before the Board for Professional Engineers and
5 Land Surveyors Department of Consumer Affairs, and is currently pending against Respondent.
6 The Accusation and all other statutorily required documents were properly served on Respondent
7 on July 28, 2010. Respondent filed a notice of defense on August 6, 2010. A copy of Accusation
8 No. 891-A is attached as exhibit A and incorporated herein by reference.

9 ADVISEMENT AND WAIVERS

10 5. Respondent has carefully read, and understands the charges and allegations in
11 Accusation No. 891-A. Respondent also has carefully read, and understands the effects of this
12 Stipulated Surrender of License and Order.

13 6. Respondent is fully aware of his legal rights in this matter, including the right to a
14 hearing on the charges and allegations in the Accusation; the right to be represented by counsel, at
15 his own expense; the right to confront and cross-examine the witnesses against him; the right to
16 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel
17 the attendance of witnesses and the production of documents; the right to reconsideration and
18 court review of an adverse decision; and all other rights accorded by the California
19 Administrative Procedure Act and other applicable laws.

20 7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
21 every right set forth above.

22 CULPABILITY

23 8. Respondent admits the truth of each and every charge and allegation in Accusation
24 No. 891-A, with the exception of paragraphs 20 and 21 regarding the execution of a contract
25 between Respondent and Mitch Lichterman. Respondent agrees that cause exists for discipline
26 and hereby surrenders his Civil Engineer License No. C 29041 for the Board's formal acceptance.

27 9. Respondent understands that by signing this stipulation he enables the Board to issue
28 an order accepting the surrender of his Civil Engineer License without further process.

CONTINGENCY

10. This stipulation shall be subject to approval by the Board for Professional Engineers and Land Surveyors. Respondent understands and agrees that counsel for Complainant and the staff of the Board for Professional Engineers and Land Surveyors may communicate directly with the Board regarding this stipulation and surrender, without notice to or participation by Respondent. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Surrender and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

11. The parties understand and agree that facsimile copies of this Stipulated Surrender of License and Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

12. This Stipulated Surrender of License and Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Surrender of License and Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

13. In consideration of the foregoing admissions and stipulations, the parties agree that the (Board) may, without further notice or formal proceeding, issue and enter the following Order:

ORDER

IT IS HEREBY ORDERED that Civil Engineer License No. C 29041, issued to Respondent Steve Lin Chiang, is surrendered and accepted by the Board for Professional Engineers and Land Surveyors.

1 14. The surrender of Respondent's Civil Engineer License and the acceptance of the
2 surrendered license by the Board shall constitute the imposition of discipline against Respondent.
3 This stipulation constitutes a record of the discipline and shall become a part of Respondent's
4 license history with the Board.

5 15. Respondent shall lose all rights and privileges as a civil engineer in California as of
6 the effective date of the Board's Decision and Order, including the right to use any of the
7 restricted titles associated with his license.

8 16. Respondent has delivered to the Board his wall license certificate and will deliver to
9 the Board his pocket license, if one was issued, on or before the effective date of the Decision and
10 Order.

11 17. Respondent agrees not to petition for reinstatement of the surrendered license.
12 Respondent agrees not to apply for any license issued by the Board for three years from the
13 effective date of this surrender. Respondent understands and agrees that if he ever applies for any
14 license issued by the Board, the Board shall treat it as a new application for licensure.
15 Respondent must comply with all the laws, regulations, and procedures for licensure in effect at
16 the time that application is filed, including but not limited to submitting a completed application
17 and the requisite fee and taking and passing the required examination(s), and all of the charges
18 and allegations contained in the Accusation No. 891-A, with the exception of paragraphs 20 and
19 21, shall be deemed to be true, correct, and admitted by Respondent when the licensing agency
20 determines whether to grant or deny the application.

21 18. The Board agrees to waive reimbursement of its costs of investigation and
22 prosecution in this matter.

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1 ACCEPTANCE

2 I have carefully read the Stipulated Surrender of License and Order. I understand the
3 stipulation and the effect it will have on my Civil Engineer License. I enter into this Stipulated
4 Surrender of License and Order voluntarily, knowingly, and intelligently, and agree to be bound
5 by the Decision and Order of the Board for Professional Engineers and Land Surveyors.

6
7 DATED: AUG. 22 - 2010 Original Signed
8 STEVE LIN CHIANG
9 Respondent

10 ENDORSEMENT

11 The foregoing Stipulated Surrender of License and Order is hereby respectfully submitted
12 for consideration by the Board for Professional Engineers and Land Surveyors of the Department
13 of Consumer Affairs.

14 Dated: August 24, 2010

Respectfully submitted,

15 EDMUND G. BROWN JR.
16 Attorney General of California
17 KAREN B. CHAPPELLE
Supervising Deputy Attorney General

18 Original Signed
19 GEOFFREY WARD
20 Deputy Attorney General
21 Attorneys for Complainant

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1 EDMUND G. BROWN JR.
Attorney General of California
2 KAREN CHAPPELLE
Supervising Deputy Attorney General
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BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS
9 **DEPARTMENT OF CONSUMER AFFAIRS**
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 891-A

12 **STEVE LIN CHIANG**

13 106 North Chapel Avenue #6
Alhambra, CA 91801

A C C U S A T I O N

14 Civil Engineer License No. C 29041

15 Respondent.
16

17 Complainant alleges:

18 **PARTIES**

19 1. David E. Brown ("Complainant") brings this Accusation solely in his official capacity
20 as the Executive Officer of the Board for Professional Engineers and Land Surveyors,
21 Department of Consumer Affairs.

22 2. On or about July 12, 1978, the Board for Professional Engineers and Land Surveyors
23 issued Civil Engineer License Number C 29041 to Steve Lin Chiang ("Respondent"). The Civil
24 Engineer License was in full force and effect at all times relevant to the charges brought herein
25 and will expire on March 31, 2011, unless renewed.

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1 provides that a professional engineer's violation of this Code of Professional Conduct constitutes
2 unprofessional conduct and is grounds for disciplinary action pursuant to Section 6775 of the
3 Code.

4 8. Subdivision (a) of the Code of Professional Conduct requires licensees to "provide
5 professional services for a project in a manner that is consistent with the laws, codes, ordinances,
6 rules, and regulations applicable to that project."

7 9. Subdivision (c) of the Code of Professional Conduct provides, in pertinent part:

8 "(c) Representation:

9 . . .

10 (4) A licensee shall not misrepresent nor permit the misrepresentation of his or her
11 professional qualifications, or affiliations or the affiliations or purposes of the
12 institutions, organizations, or other businesses with which he or she is associated.

13 . . .

14 (8) A licensee shall attribute proper credit to others for their professional work or
15 professional contribution and shall not misappropriate the professional work of
16 others"

17 10. Section 6735 subdivision (a) of the Code provides, in pertinent part:

18 "(a) All civil (including structural and geotechnical) engineering plans, calculations,
19 specifications, and reports (hereinafter referred to as 'documents') shall be prepared by, or under
20 the responsible charge of, a licensed civil engineer and shall include his or her name and license
21 number. Interim documents shall include a notation as to the intended purpose of the document,
22 such as 'preliminary,' 'not for construction,' 'for plan check only,' or 'for review only.' All civil
23 engineering plans and specifications that are permitted or that are to be released for construction
24 shall bear the signature and seal or stamp of the licensee and the date of signing and sealing or
25 stamping. All final civil engineering calculations and reports shall bear the signature and seal or
26 stamp of the licensee, and the date of signing and sealing or stamping"

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1 11. Section 6749 of the Code provides, in pertinent part:

2 “(a) A professional engineer shall use a written contract when contracting to provide
3 professional engineering services to a client pursuant to this chapter. The written contract shall
4 be executed by the professional engineer and the client, or his or her representative, prior to the
5 professional engineer commencing work, unless the client knowingly states in writing that work
6 may be commenced before the contract is executed. The written contract shall include, but not be
7 limited to, all of the following:

8 (1) A description of the services to be provided to the client by the licensed
9 land surveyor or registered civil engineer.

10 (2) A description of any basis of compensation applicable to the contract, and
11 the method of payment agreed upon by the parties.

12 (3) The name, address, and license or certificate number of the licensed land
13 surveyor or registered civil engineer, and the name and address of the client.

14 (4) A description of the procedure that the licensed land surveyor or registered
15 civil engineer and the client will use to accommodate additional services.

16 (5) A description of the procedure to be used by any party to terminate the
17 contract”

18 12. California Code of Regulations, Title 16, Section 411 (entitled “Seals and
19 Signatures”), subdivisions (g) and (h) provide, in pertinent part:

20 “(g) (1) All professional engineering plans, specifications, reports, or documents
21 (hereinafter referred to as “documents”) shall be signed and sealed in accordance with the
22 requirements of the Professional Engineers Act and any other laws related to the practice of
23 professional engineering and shall be signed and sealed in a manner such that all work can be
24 clearly attributed to the licensee(s) in responsible charge of the work.

25 . . .

26 (3) When signing and sealing documents containing work done by or under the responsible
27 charge of two or more licensees, the signature and seal of each licensee in responsible charge
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1 shall be placed on the documents with a notation describing the work done under each licensee's
2 responsible charge.

3 (h) Each licensee shall include the date of signing and sealing immediately below or next to
4 the signature and seal."

5 COST RECOVERY

6 13. Section 125.3 of the Code provides, in pertinent part, that the Board may request the
7 administrative law judge to direct a licensee found to have committed a violation or violations of
8 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
9 enforcement of the case.

10 STATEMENT OF FACTS

11 14. On or about early 2004, Mitch Lichterman ("Homeowner") began planning the
12 construction of two new single-family homes on adjoining lots in the Cheviot Hills neighborhood
13 of the City of Los Angeles. One home would be built at 3142 S. Patricia Avenue ("3142
14 House"), the other at 3138 S. Patricia ("3138 House"). He hired a draftsman named Reuben
15 Walters, who was neither a licensed architect, engineer, nor contractor, to prepare plans for the
16 two new homes. Walters, in turn, hired Respondent to sign and stamp plans Walters had prepared
17 for the 3142 House. Respondent was also responsible for making structural observations and
18 reports.

19 15. On or about June 2, 2004, Walters and Respondent executed a handwritten agreement
20 regarding the 3142 House. The agreement provided that Walters would pay Respondent for
21 "stamps and signatures" on structural and architectural plans and for structural observations and
22 reports.

23 16. The agreement between Walters and Respondent lacked contract provisions required
24 by Section 6749 of the Code: it omitted Respondent's certificate and license number, a
25 description of the procedure that the parties would use to accommodate additional services, and a
26 description of the procedure to be used by any party to terminate the contract.

1 17. On or about summer 2004, Walters withdrew from the project, claiming that he could
2 not work with Respondent. Respondent continued to work for Homeowner without any written
3 contract with Homeowner.

4 18. On or about summer 2004, Homeowner submitted the plans stamped and signed by
5 Respondent for the 3142 House to the City of Los Angeles for a plan check. City staff rejected
6 these plans. After this rejection, Respondent requested additional payment from Homeowner to
7 prepare revisions. After multiple revisions and multiple rejections by City staff, the City
8 eventually issued building permits for the 3142 House.

9 19. On or about December 16, 2004, Respondent sent Homeowner a handwritten letter
10 proposing the terms under which he would draft a structural redesign of the 3138 House, for
11 which another engineer had already provided structural designs. In this letter, Respondent
12 claimed he could save Homeowner money by using less steel for the steel frame of the structure.
13 Respondent proposed to provide planning, analysis, systems and/or elements designs, connection
14 designs, details, and drafting supervision in return for payment of \$1,800.

15 20. On or about December 19, 2004, Respondent and Homeowner executed a written
16 agreement entitled "Steve Chiang: Proposed Agreement." The agreement's introductory
17 paragraph stated, "It is the intention of this agreement to re-design the structural plans for 3138
18 Patricia and obtain city approval on the re-design and also get the corrected structural drawings
19 for 3142 drafted." With regards to the 3142 House, the agreement provided that Respondent
20 would "Complete corrections on 3142 to provide correct garage wall and slab on grade. Will
21 label all details correctly and provide all details for this house as previously contracted for."

22 21. The December 19, 2004 agreement also failed to meet the requirements of Section
23 6749 of the Code: it did not specify a method of payment; it did not include Respondent's
24 address, Respondent's license number or certificate number; it did not include Homeowner's
25 address; it did not describe the procedure that the parties would use to accommodate additional
26 services; nor did it describe the procedure used to terminate the contract.

27 22. On or about January 28, 2005, Respondent sent a letter to Homeowner stating, "I am
28 working on Revised 1st [sic] and foundation plan. I need a loan of \$300.00 to pay for the foods,

1 and Auto Insurance. And I need it before on or before 1-30-05 I have done Gravity Designs of
2 Roof, 2nd Floor (No Structural Steel needed; and most of the 1st Floor. Please respond to me on
3 or before 1/29/05. Sincerely, Steve. P.S. The sooner the better.” Homeowner subsequently paid
4 Respondent the requested \$300.

5 23. Sometime between 2004 and 2006, Respondent affixed his stamp and signature to
6 dozens of building plans, designs, and specifications for the 3138 House and the 3142 House.
7 The date Respondent signed and stamped these documents is uncertain because Respondent failed
8 to include the date he signed and stamped them. Some of these building plans, designs, and
9 specifications were prepared by other engineering or design professionals, including M I Design
10 of Sherman Oaks, California. Others were prepared by people who were not licensed
11 professionals, such as Mr. Walters, who had prepared plans under the name of his business,
12 Environmental Concepts Office of Palm Springs, California.

13 24. Sometime between late 2004 and late 2005, Homeowner sent Respondent a letter
14 terminating Respondent’s work on the 3138 House. The letter stated,

15 “Forget the re-design on 3138 Patricia. We will stay with our existing engineer. I
16 signed the check for your 2nd observation last week and the bookkeeper says it
17 was mailed out. Give it a couple more days. A corrected set of engineering plans
18 with correct details for 3142 Patricia was due on 12/28/04. Please advise when
19 they will be ready to pickup. It is critical that we provide the corrected set to the
20 framer as soon as possible.”

21 The exact date this letter was sent is not clear; while Respondent provided a copy of this letter to
22 the Board’s investigator, the date in the upper right of the letter appears to have been altered to
23 read “December 29th 2004.”

24 25. Sometime between 2005 and 2006 Respondent’s plans for the steel moment frame
25 design for the 3138 House were submitted to the City of Los Angeles (“City”) for review. The
26 City rejected the plans, citing extensive non-compliance with the City’s Building Code
27 requirements, particularly the federal guidelines and industry standards for seismic design that the
28

1 City has adopted. The City cited over 30 different violations of these guidelines and standards in
2 Respondent's steel moment frame design and plans.

3 26. On or about, December 27, 2005, Homeowner sent Respondent a letter terminating
4 his agreement with Respondent and requesting a refund of monies paid to Respondent for the
5 work done on both the 3138 House and the 3142 House. The letter complained of delays, faulty
6 design, untimely performance, inadequate and incomplete work, and additional expenses. The
7 letter threatened legal action.

8 27. On or about January 12, 2006, Respondent sent a handwritten letter to Homeowner
9 stating in bold, large letters: "You are looking for your own Trouble [sic] you would regret that
10 you did not hire a Licensed Architect. /s/ S. Chiang [.]"

11 28. On or about April 20, 2006, the Board began an investigation of Respondent.

12 29. On August 9, 2006, Tiffany Crewell, an Enforcement Analyst for the Board
13 notified Respondent of the investigation and the allegations against him.

14 30. On September 10, 2006, Respondent wrote Ms. Crewell regarding the allegations
15 against him. In that letter, Respondent disclaimed all responsibility for his role in the planning,
16 design, and construction on both houses, as follows:

17 a. Despite Respondent's signature dated 12/19/04 on an interlineated contract
18 between Respondent and Homeowner, Respondent claimed there was no such
19 contract because the proposed agreement dated 12/16/2004 "was never agreed
20 upon, neither signed nor dated. [sic]"

21 b. Despite Homeowner's payments to Respondent, Respondent claimed he
22 was not paid directly by Homeowner, because the contract between them was
23 never executed.

24 c. Although there was allegedly no contract between Respondent and
25 Homeowner, Respondent admitted he worked on the 3142 House, but that work
26 was done on behalf of Reuben Walters who paid him \$1,550 for his work.

27 d. While there was allegedly no contract between Respondent and
28 Homeowner, Respondent also performed work on the 3138 House for a Mr. Duak

1 Hagan who "would call me to help on designs of garage retaining walls by given
2 [sic] me the heights of the walls, I then provided the structural calcs and design
3 sketches."

4 e. Despite providing "structural calcs and design sketches," Respondent
5 distanced himself from any construction based on his work. He stated, "Mr. Duak
6 Hagan might build the walls not use my designs but by his mind. [sic]" Rather
7 than relying on his work, he says Homeowner should have consulted with another
8 licensed civil and soil engineer regarding the grading, retaining walls, and footing.
9 If Homeowner did not consult another engineer and relied on Respondent's
10 "structural calcs and design sketches," Respondent claimed "I could no be liable
11 and responsible for the damages if there was one."

12 f. Despite the letter dated January 28, 2005 regarding his work, and despite
13 Homeowner's claim that Respondent worked for him in 2005, Respondent claimed
14 that he did no work for Homeowner after December 29, 2004, when he was
15 "turned off the 3138 S. Patricia job by letter..." After that letter, Respondent
16 claimed, "I wasn't much interested in working for him since then on this 3138 S.
17 Patricia Avenue project. The project was of course not completed but not failed
18 under this circumstance and I won't be responsible neither liable."

19 31. On or about December 27, 2006, Respondent sent another letter to Homeowner with a
20 copy to Ms. Criswell of the Board. The letter stated "After re-reading your letters of December
21 27, 2005, I might need to file Bankruptcy in federal Court. Now I am starving every day. I am
22 seventy years old. Do you know you cost me a life?! We did not have contracts in writing. You
23 measured my work full time and full speeds. That are/were wrong to begin with. And tear me
24 apart based on that. Besides you made stories and blamed me on those stories. /s/ Steve L
25 Chiang."

26 32. On or about January 3, 2007, Respondent sent another letter to Ms. Criswell of the
27 Board. In that letter, he again stated that there was no written contract between Respondent and
28 Homeowner for either the 3138 House or the 3142 House, so he could not be held responsible for

1 any work done on those properties. He also stated, that the engineering plans – which he had
2 signed and stamped – “were prepared by Mr. Reuben Walters.” He again denied working on the
3 3138 House, despite the dozens of plans stamped and signed by him that were submitted to the
4 City for that property.

5 **FIRST CAUSE FOR DISCIPLINE**

6 **(Negligence and Incompetence in the Practice of Civil Engineering)**

7 33. By committing the acts set forth in particularity in paragraphs 14 through 32, above,
8 Respondent is subject to disciplinary action under section 6775 of the Code because he
9 demonstrated a lack of knowledge of the applicable state and local statutes, regulations, and
10 building codes and failed to use the care ordinarily exercised by licensed professional engineers
11 and, as follows:

12 34. Respondent demonstrated incompetence, defined in Title 16, Section 404, subdivision
13 (n) as a lack of knowledge of applicable law, by his failure to prepare plans for the 3138 House
14 that met the City’s Building Code requirements for steel moment frame design and detailing.
15 These requirements exist to protect buildings from lateral forces, including earthquakes.
16 Respondent’s plans were deficient in many areas; the City’s plan check identified over 30
17 different areas of concern with the steel moment frame design alone.

18 35. Respondent engaged in negligence, defined in Title 16, Section 404, subdivision (w)
19 as the failure to use the care ordinarily exercised in like cases by duly licensed professional
20 engineers and land surveyors in good standing, in a number of ways:

- 21 a. He failed to draft proper contracts with his clients, often relying on handwritten
22 agreements rather than form contracts;
- 23 b. He failed to correct extensive misspellings and typos in final documents;
- 24 c. He prepared incomplete, erroneous, or unusable plans or specifications, then
25 failed to revise them in a timely manner;
- 26 d. He asked his client for a loan of additional money outside the scope of their
27 contract for “foods” and “auto insurance.”

- 1 e. He threatened and cajoled his former client after finding out the client had filed a
2 complaint against him with the board.

3 None of these actions are consistent with the care ordinarily exercised by duly licensed
4 professional engineers in good standing.

5 **SECOND CAUSE FOR DISCIPLINE**

6 **(Failure to Enter into a Proper Written Contract)**

7 36. By committing the acts set forth in particularity in paragraphs 14 through 32, above,
8 Respondent is subject to disciplinary action under Section 6749 of the Code because he either
9 failed to enter into written contracts when providing professional engineering services to a client,
10 or failed to include statutorily-mandated provisions in contracts he did enter, or both. The
11 circumstances are that:

- 12 a. Respondent entered into an agreement on or about June 2, 2004 with Reuben
13 Walters to provide professional engineering services for the 3142 House. These
14 services included stamping and signing structural and architectural plans and
15 preparing structural observations and reports. This agreement lacked
16 Respondent's certificate and license number, a description of the procedure that
17 the parties would use to accommodate additional services, or a description of the
18 procedure to be used by any party to terminate the contract, all of which are
19 required by Section 6749(a)(3-5) of the Code.
- 20 b. Respondent entered into an agreement on or about December 19, 2004 with
21 Homeowner, Mitch Lichterman, to provide professional engineering services.
22 These services included designing structural plans for the 3138 Home and
23 revising structural plans for the 3142 Home. This agreement lacked a method of
24 payment, Respondent's address, Respondent's license or certificate number, the
25 client's address, a description of the procedures the parties would use to
26 accommodate additional services, or a description of the procedures used to
27 terminate the contract, all of which are required by Section 6749(a)(2-5) of the
28 Code.

1 c. In the alternative, Respondent claims he never entered into a contract with
2 Homeowner, yet provided Homeowner with dozens of plans that he prepared,
3 revised, or stamped and signed. Such conduct violates Section 6749(a), which
4 mandates that Respondent use a written contract when providing engineering
5 services to a client.

6 **THIRD CAUSE FOR DISCIPLINE**

7 **(Misrepresentation or Misappropriation of Professional Work)**

8 37. By committing the acts set forth in particularity in paragraphs 14 through 32, above,
9 Respondent is subject to disciplinary action under the Code of Professional Conduct for
10 Professional Engineers, California Code of Regulations, Title 16, Section 475, subdivision (c)(8),
11 and California Code of Regulations Title 16, Section 411, because he signed and stamped
12 engineering plans, calculations, specifications or reports for the 3138 House and the 3142 House
13 that he did not prepare, and that were not prepared under his responsible charge. Title 16, Section
14 475, subdivision (c)(8) prohibits a licensee from engaging in misrepresentation, providing in full,
15 “(8) A licensee shall attribute proper credit to others for their professional work or professional
16 contribution and shall not misappropriate the professional work of others.” Similarly, Title 16,
17 Section 411, subdivision (g)(1) provides in relevant part that plans be “be signed and sealed in a
18 manner such that all work can be clearly attributed to the licensee(s) in responsible charge of the
19 work.” By signing and stamping plans and specifications prepared by other people or firms –
20 some of which were licensed, some of which were not – Respondent failed to attribute proper
21 credit to those people or firms and misappropriated their own work for his use and personal
22 benefit.

23 **FOURTH CAUSE FOR DISCIPLINE**

24 **(Failure to Include the Date of Signing on Stamped Plans)**

25 38. By committing the acts set forth in particularity in paragraphs 14 through 32, above,
26 Respondent is subject to disciplinary action under Section 6735 of the Code because he failed to
27 include the date of signing and sealing or stamping on most of the plans he stamped for both the
28 3138 House and the 3142 House. Section 6735 requires all civil engineering plans and

1 specifications that are permitted or that are to be released for construction to “bear the signature
2 and seal or stamp of the licensee and the date of signing and sealing or stamping.” [Emphasis
3 added.] Similarly, California Code of Regulations Title 16, Section 411, Subdivision (h)
4 provides, “Each licensee shall include the date of signing and sealing immediately below or next
5 to the signature and seal.” By ignoring this basic requirement, Respondent made it difficult if not
6 impossible to determine when he prepared plans and specifications, when he stamped the work of
7 others, and when he made revisions to his or others’ work.

8 **FIFTH CAUSE FOR DISCIPLINE**

9 **(Failure to Comply with Local Building Codes)**

10 39. By committing the acts set forth in particularity in paragraphs 14 through 32, above,
11 Respondent is subject to disciplinary action under the Code of Professional Conduct for
12 Professional Engineers, California Code of Regulations, Title 16, Section 475, subdivision (a),
13 because he failed to comply with the City of Los Angeles Building Code when preparing his
14 plans and specifications for the steel moment frame design for the 3138 House. His design
15 disregarded many of the national standards and guidelines adopted by the City to protect
16 residential structures from earthquake damage or damage from other lateral forces. The Code of
17 Professional Conduct requires licensees to “provide professional services for a project in a
18 manner that is consistent with the laws, codes, ordinances, rules, and regulations applicable to
19 that project.” Respondent failed to do so, causing his client’s project to fail the City’s plan check.

20 **SIXTH CAUSE FOR DISCIPLINE**

21 **(Deceit, Misrepresentation, or Fraud)**

22 40. By committing the acts set forth in particularity in paragraphs 14 through 32, above,
23 Respondent is subject to disciplinary action under section 6775(b) of the Code because he
24 engaged in deceit, misrepresentation or fraud by signing and stamping plans prepared by another
25 and by lying to a Board staff member about his contract with Homeowner to work on the 3138
26 House and about the dates of his work on the 3138 House.

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PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Board for Professional Engineers and Land Surveyors, Department of Consumer Affairs, issue a decision:

1. Revoking or suspending Civil Engineer License Number C 29041 issued to Steve Lin Chiang;
2. Ordering Steve Lin Chiang to pay the Board the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;
3. Taking such other and further action as deemed necessary and proper.

DATED: July 28, 2010

Original Signed

DAVID E. BROWN

Executive Officer

Board for Professional Engineers and Land Surveyors

State of California

Complainant

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